

## **INFORMATION SHARING AGREEMENT (“the Agreement”)**

### **BETWEEN**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**

As represented by the Minister of Citizenship and Immigration (“Immigration, Refugees and Citizenship Canada” or “IRCC”)

### **AND**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**

As represented by the President of the Canada Border Services Agency the “CBSA”

### **AND**

**HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA**

Represented by the Minister of Social Development and Social Innovation  
 (“BC SDSI”)

(Collectively referred to as the “Parties”)

## 1. Introduction

- 1.1. WHEREAS IRCC, CBSA, and British Columbia work collaboratively to:
- administer programs pertaining to sponsorship, social assistance, and refugee resettlement and asylum, as needed; and
  - manage efforts to deter default, to enforce sponsorship undertakings and to recover costs due to British Columbia as a result of sponsorship default, as further outlined in Appendix "E" to this Agreement
- 1.2. AND WHEREAS BC SDSI desires to obtain certain Personal Information in the possession of IRCC and/or the CBSA for the purposes of:
- administering and enforcing the British Columbia (BC) *Employment and Assistance Act (EA Act)* and *Employment and Assistance for Persons with Disabilities Act (EAPDA Act)* or carrying out a lawful investigation thereunder;
  - administering, auditing and enforcing social assistance cases administered under former British Columbia legislation, that is, the *Guaranteed Available Income for Need Act*, the *BC Benefits (Income Assistance) Act*, the *Disability Benefits Program Act*, the *BC Benefits (Youth Works) Act*, the *BC Benefits (Child Care) Act*, or the *BC Benefits (Appeals) Act*, or carrying out a lawful investigation thereunder;
  - enforcing a debt due to BC SDSI by virtue of subsection 145(2) of the *Immigration and Refugee Protection Act (IRPA)*, as set out in this Agreement between IRCC, the CBSA and BC SDSI;
- 1.3. AND WHEREAS IRCC and the CBSA desire to obtain certain Personal Information in the possession of BC SDSI for the purposes of:
- administering and enforcing the IRPA and the *Immigration and Refugee Protection Regulations (IRPR)* in a timely manner, in relation to immigration, resettlement, and asylum programs, as well as the Interim Federal Health Program;

The Parties, therefore, agree as follows:

## 2. Purpose and Scope

- 2.1. The purpose of this Agreement is to govern the disclosure, collection, use, and retention and disposal of Personal Information between the Parties for the purposes of planning and developing policy, ensuring program integrity and delivering, monitoring, enforcing and evaluating programs, as per the purposes identified in section 1 of this Agreement.
- 2.2. Upon signature of this Agreement by the last of the signatories, the *Interim Information Sharing Arrangement for the Disclosure of Sponsorship and Social Assistance Personal Information Between Canada and British Columbia* is hereby terminated.

- 2.2 This Agreement shall commence on the date on which it is signed by the last of the signatories and shall remain in effect until terminated in accordance with [section 14].

### 3. Definitions

For purposes of this Agreement the following definitions apply:

- a. "Personal Information" means information about an identifiable individual that is recorded in any form including, without limitation, as defined:
  - For Canada, in the *Privacy Act* R.S.C. 1985, c.P-21, to which IRCC and CBSA, as "government institutions", are subject; and
  - For BC, in the *Freedom of Information and Protection of Privacy Act* R.S.B.C. [1996], c. 165 ("FOIPPA"), Schedule 1, to which BC SDSI is subject.

For the purpose of this Agreement, personal contact information shall be treated as Personal Information for its collection, use, access, storage, disclosure and disposal.

- b. "Social Assistance" as defined in section 2 of the *Immigration and Refugee Protection Regulations* means hardship assistance, income assistance, and/or a supplement provided by British Columbia under the *British Columbia Employment and Assistance Act*.
- c. "Disability Benefits", means disability assistance, hardship assistance and/or a supplement provided by British Columbia under the *British Columbia Employment and Assistance for Persons with Disabilities Act*.
- d. "Third Parties" means any person, corporation, entity, or organization other than the Parties.
- e. A "Privacy Breach" means the collection, use, disclosure, access, storage or disposal of Personal Information, whether deliberate or accidental, not authorized by the *Privacy Act* or *FOIPPA*, this Agreement or a Party's legislation, policy or directives regarding the collection, use, disclosure, access, storage or disposal of Personal Information.

For additional clarification:

For CBSA:

"Enforcement action" may include, *inter alia*:

- Preparing IRPA inadmissibility reports
- Conducting Minister's Delegate reviews
- Conducting admissibility hearings and appeals
- Issuing warrants

- Arrest, detention or removal; and
- Carrying out an investigation.

For BC SDSI:

- “Enforcement” includes, but is not limited to, carrying out investigations into fraud, and other investigations related to eligibility for programs and supplements provided by BC SDSI.
- “Administration” includes, but is not limited to, activities by employees of BC SDSI and their contractors in delivering the services provided under the *Employment and Assistance Act*, and *Employment and Assistance for Persons with Disabilities Act*.

#### 4. Authorities:

##### 4.1 For CBSA and IRCC:

- a. Personal Information shall be collected, retained, used, disclosed and disposed of, in accordance with the requirements of the relevant laws and policies of the Government of Canada including the *Canadian Charter of Rights and Freedoms*, the *Privacy Act*, the *Access to Information Act*, the *IRPA*, , the *Library and Archives of Canada Act*, and all Regulations made under these Acts, as applicable, as well as the Policy on Government Security and supporting directives and guidelines covering the administrative, technical and physical safeguarding of Personal Information.
- b. Canada may enter into information sharing agreements and arrangements, including this Agreement, in fulfilling its responsibilities, pursuant to Section 5 of the *Department of Citizenship and Immigration Act*, S.C. 1994 c. 31 and Section 13 of the *Canada Border Services Agency Act*, S.C. 2005, c. 38.
- c. Canada may disclose the Personal Information referred to in this Agreement under 8(2) (f) of the *Privacy Act*.

##### 4.2 For British Columbia:

- a. Personal Information shall be collected, retained, used, disclosed and disposed of in accordance with the *Canadian Charter of Rights and Freedoms*, the *Freedom of Information and Protection of Privacy Act* (FOIPPA), the *Document Disposal Act* and British Columbia’s Information Security Policy.
- b. Section 30 of the *Employment and Assistance Act* and section 21 of the *Employment and Assistance for Persons with Disabilities Act* provide that British Columbia may enter into an information-sharing agreement with Canada for the purposes of administering and enforcing those acts, certain social benefit programs, and administering section 145(2) of the *IRPA*.

- c. British Columbia is authorized to collect information for the purposes described above under Section 26 (c), use information for these purposes under Section 32 (a), and share information with Canada under Section 33.1 (d) of the FOIPPA, R.S.B.C. 1996, c. 165, read with section 30 of the *Employment and Assistance Act* and section 21 of the *Employment and Assistance for Persons with Disabilities Act*.

- 4.3 Each Party shall notify the others in writing of any changes to legislation, regulations, policies, or directives relating to their respective programs relating to the collection, retention, use, disclosure or disposition of information likely to affect this Agreement.

## 5. Exchange of Information

- 5.1. Parties may share the specific personal data elements included in the Appendices to this Agreement on common clients for the purposes, described in section 2 of this Agreement.
- 5.2. Upon BC SDSI providing the unique client identifier (UCI) and/or document number, name, date of birth, sex, last known address, and country of birth, the CBSA and/or IRCC shall search their records and may provide BC SDSI with additional information, as identified in Appendix A and/or B respectively, where available, feasible, and relevant to the specific case.
- 5.3. Upon CBSA and/or IRCC providing the name, date of birth, last known address, country of birth, and if known, the provincial Person Identification number of an individual, BC SDSI shall provide the CBSA and/or IRCC with additional information, as identified in Appendix C and/or D, respectively, where available and relevant to the specific case.
- 5.4. When BC SDSI is requesting Personal Information from the CBSA that is not related to enforcement of the IRPA, the CBSA shall inform BC SDSI to direct its request to IRCC under Appendix B.
- 5.5. If there is an active enforcement action on an immigration case file of a common client related to a request for Personal Information, IRCC shall seek consent from the CBSA before disclosing information in Appendix B to BC SDSI.
- 5.6. Under this Agreement, the Parties agree to exchange the Personal Information outlined in the Appendices. Information may be shared upon request, or at the initiative of a Party, where the information pertains to a common client and relates to the purpose of the Agreement.
- 5.7. Exchange of information under this Agreement may occur through electronic or other exchanges as may be developed between the Parties, respecting the purpose and context of this Agreement and ensuring that all information is exchanged through a secure channel.

## 6. Use and Disclosure of Information

- 6.1. The information provided by IRCC and the CBSA to BC SDSI shall be used by BC SDSI to determine or audit eligibility for assistance under the *Employment and Assistance Act* and the *Employment and Assistance for Persons with Disabilities Act*, or to audit eligibility for assistance or benefits under former Acts, (being the *Guaranteed Available Income for Need Act*, the *BC Benefits (Income Assistance) Act*, the *BC Benefits (Youth Works) Act*, and/or the *Disability Benefits Program Act*), and includes investigation and enforcement in relation to those Acts.

Information shared under the above-mentioned Acts shall be for purposes including, but not limited to:

- the determination or audit of eligibility of individuals to assistance or benefits under the Acts;
- the detection and investigation of fraud;
- the verification of the validity period of an undertaking;
- the identification and collection of overpayments;
- the identification and recovery of debts incurred as a result of immigration sponsorship default; and
- the institution of legal proceedings against individuals in cases where the person is believed to have received Social Assistance and/or Disability Benefits to which they were not entitled by law.

### 6.2 Use For Administration and Enforcement of the IRPA and the IRPR

The information provided by BC SDSI, to IRCC and the CBSA under section 5 shall be used, as per section 1.2 and 1.3 of this Agreement for the following purposes:

By IRCC for:

- the identification of sponsorship default
- the determination of eligibility of individuals to submit or co-sign sponsorship undertakings on behalf of foreign nationals seeking permanent resident status in Canada;
- the detection of individuals who provide false or misleading information or who are otherwise in violation of the *IRPA* or *IRPR*.

By CBSA for:

- the determination of the location of persons who have eluded examination, admissibility hearing, removal or Minister's Proceeding under the *IRPA*;
- the determination of foreign nationals' and permanent residents' admissibility to enter or remain in Canada; and
- the detection of individuals who provide false or misleading information or who are otherwise in violation of the *IRPA* or *IRPR*.

Secondary disclosure:

6.3 Information obtained under this Agreement shall not be disclosed to Third Parties except in accordance with this Agreement or where required or authorized by law.

6.3.1 Without limiting the generality of 6.3, Personal Information collected from BC SDSI may be shared as follows:

- a. by IRCC and/or the CBSA with any officer of the court or administrative tribunal (e.g., the Immigration and Refugee Board (IRB)), or any representatives of the parties involved in the proceedings, for the purpose of any proceedings related to the administration and enforcement of the IRPA.
- b. by the CBSA with the Canadian Police Information Center (CPIC) Canadian law enforcement agencies for the purpose of obtaining law enforcement assistance in enforcing the IRPA.

6.3.2 Without limiting the generality of 6.3, Personal Information obtained from IRCC and CBSA may be shared as follows by BC SDSI with:

- a. the BC Ministry of Finance where directly involved in assisting SDSI dealing with debt collection arising from sponsorship default;
- b. the BC Ministry of Justice where directly involved in assisting SDSI with the administration of the sponsorship default program;
- c. the BC Ministry of Health, Medical Services Plan and Pharmacare Program where directly involved in assisting SDSI with the administration of the *EA Act* and *EAPWD Act*;
- d. the BC Employment and Assistance Appeal Tribunal where directly involved in assisting SDSI with the administration of the *EA Act* and *EAPWD Act*;;

6.4 Each Party must promptly notify the other of being required to disclose, pursuant to a court order or other lawful authority, information provided under this Agreement.

## **7 Security and Confidentiality of Information**

Each Party shall:

- 7.1 use the Personal Information provided by the other Party/ies solely for the purposes set out in section 2 of this Agreement;
- 7.2 treat Personal Information received from the other Party/ies in confidence and take all reasonable measures to preserve its confidentiality and integrity and to safeguard the information against accidental or unauthorized access, use or disclosure;

- 7.3 treat information received from the other Parties in accordance with the applicable security guidelines and undertake to provide equivalent protection to it while it is in the receiving Party's possession;
- 7.4 attach and abide by all terms, conditions, or caveats to the information supplied, as the providing Parties deem appropriate;
- 7.5 maintain appropriate records concerning the transmission and receipt of information exchanged, which may include, but is not limited to, marking the information with the appropriate security classification and the providing Party;
- 7.6 limit access to the information to those of its employees whose duties require such access, who are bound to keep confidences and who have the appropriate security clearance and a need to know.
- 7.7 provide accurate information to the best of their ability and shall not be held responsible to the other Party for any damages resulting from the transmission or use of any information that is inaccurate or incomplete.
- 7.8 be responsible for responding to requests to access and correct Personal Information under its control.
- 7.9 give notice to the receiving Party to allow it to correct information, where the providing Party has supplied information that is later found to be inaccurate.
- 7.10 agree that administrative decisions about an individual shall be based on current available personal information, and that each Party shall be responsible for re-validating the information if necessary.
- 7.11 comply with its organization's business continuity and emergency management plans.

## **8 Retention and Disposition**

- 8.1 Personal information shared under this Agreement shall be held for the minimum amount of time necessary, subject to the respective legislation, policies and directives of each Party.
- 8.2 Any Personal Information supplied by any Party to any of the others shall be maintained, retained, corrected or disposed of in accordance with, the respective legislation, policies and directives of each Party, as follows:
  - a. in the case of information in the possession of IRCC and the CBSA , *the Library and Archives Canada Act 2004, the Privacy Act* and regulations made there under and with the Government of Canada Security Policy covering the administrative and technical safeguarding of Personal Information; or



- b. in the case of information in the possession of BC SDSI, the *Freedom of Information and Protection of Privacy Act (FOIPPA)*, the *Document Disposal Act*, and British Columbia's Information Security Policy, and supporting operating directives and guidelines covering the administrative, technical and physical safe guarding of the Personal Information.

## 9 Monitoring, Compliance and Privacy Breaches

- 9.1 Monitoring of this Agreement shall be subject to discussion on an as-needed basis at the request of any Party.
- 9.2 The Parties agree to follow the processes established by their respective legislation, policies and directives in order to ensure there are no Privacy Breaches.
- 9.3 A Party becoming aware of a Privacy Breach shall:
  - a. follow the processes established by its policies to investigate, manage and respond to Privacy Breaches; and
  - b. report its findings and any remedial actions taken to the other Parties within a reasonable time.
- 9.4 A Party or Parties notified of a Privacy Breach may:
  - a. review the steps taken or proposed by the other Party to address the Privacy Breach and prevent a recurrence of it;
  - b. request the other Party take specific steps to address the Privacy Breach or prevent a recurrence of it; and
  - c. suspend the sharing of Personal Information until satisfied that the other Party has complied with the provisions of this Agreement and with any reasonable requests to take specific steps. The Party shall advise the other Parties if considering suspension of sharing.
- 9.5 If the Parties disagree on the steps to be taken to mitigate the consequences of, or prevent recurrence of, a Privacy Breach, the Parties shall follow the dispute resolution provisions under section 13 of this Agreement.
- 9.6 The Parties may provide information to each other detailing the internal controls adopted for protecting Personal Information.
- 9.7 The Parties shall follow their respective audit practices with respect to the activities described in this Annex.
- 9.8 The Parties may provide copies of audits and evaluations they carry out, or that are carried out on their behalf, upon written request of the other Party and subject to the Party's respective privacy legislation, policies, and directives.
- 9.9 Each Party shall be responsible for the actions of its employees, agents or contractors with respect to the use, disclosure and disposition of the Personal Information under this Agreement.

## **10 Financial Arrangements**

Each Party is responsible for its own costs associated with activities under this Agreement.

## **11 General Terms**

### Review

- 11.1 The Parties shall review the practices and procedures outlined in this Agreement to ensure that the provisions of the Agreement are kept up-to-date, no later than the 5 year anniversary of its signing and no later than every 5-year anniversary thereafter.
- 11.2 In reviewing the Agreement, the Parties shall consider and determine whether the Agreement should continue, be amended or be terminated.

## **12 Designated Representatives**

- 12.1 The following designated officials for IRCC, the CBSA and BC SDSI have overall administrative responsibility for this Agreement and its appendices.

### **IRCC:**

Assistant Deputy Minister  
Citizenship and Immigration Canada  
20<sup>th</sup> Floor, 365 Laurier Avenue West  
Ottawa, Ontario K1A 1L1

### **CBSA:**

Vice-President  
Canada Border Services Agency  
191 Laurier Avenue West  
Ottawa, Ontario K1A 0L8

### **BC SDSI:**

Assistant Deputy Minister, Corporate Services Division  
Ministry of Social Development and Social Innovation  
PO Box 9934 STN PROV GOVT  
Victoria, BC V8W 9R2

### **13 Dispute Resolution**

- 13.1 In the event of a dispute arising from the interpretation or operation of this Agreement, it shall be referred to the Designated Representatives set out in Section 12 who shall use their best efforts to resolve the matter amicably. If such negotiation fails, the Parties shall refer the matter to the signatories of this Agreement for resolution.

### **14 Termination / Suspension**

- 14.1 The Parties agree that their responsibilities to protect and maintain the integrity of the information shared under this Agreement, including retention and disposition of the information, continue after this Agreement is terminated.
- 14.2 This Agreement can be terminated in one of the following ways:
- a. at any time by written agreement of the Parties;
  - b. by any Party's signatory by providing at least six (6) months' notice in writing; or
  - c. by any Party at any time if, having followed the dispute and resolution provisions outlined in Section 13, a Party fails to meet its obligations under this Agreement.

## 15 Signature

For the Department of Citizenship and Immigration:

\_\_\_\_\_  
Marta Morgan  
Deputy Minister  
Citizenship and Immigration Canada

\_\_\_\_\_  
Date

For the Canada Border Services Agency:

  
\_\_\_\_\_  
Linda Lizotte-MacPherson  
President  
Canada Border Services Agency

**AUG 16 2016**

\_\_\_\_\_  
Date

For the BC SDSI:

\_\_\_\_\_  
Sheila Taylor  
Deputy Minister  
Ministry of Social Development and Social Innovation

\_\_\_\_\_  
Date

## **Appendix A - Information to be provided by CBSA to BC SDSI**

Upon establishing a case match based on the criteria identified in section 5.2 of this Agreement, the CBSA shall provide the following information to BC SDSI, where available, feasible, and relevant to the specific case:

### **Personal Information**

- Name [(SURNAME) Given Names], including any known aliases or variations
- Date of birth
- Sex
- Unique Client Identifier
- Current or last known home address
- Current or last known phone number
- Current or last known email
- Marital Status
- Employment Information
- Financial Information

### **Enforcement Information (immigration enforcement information on non-Canadian citizens)**

- Active IRPA Immigration Warrants
- Removal Orders
  - Date order came into force and whether the removal is enforceable
- Details of Stays of Removal
  - Reason for stays of removals (administrative stays, and regulatory stays ordered by law or the Immigration and Refugee Board)
- Immigration Division and Immigration Appeal Division decisions on inadmissibility and detention and decision dates
- Confirmation of Departure

## **Appendix B - Information provided by IRCC to BC SDSI (citizenship and/or immigration information)**

Upon establishing a case match based on the criteria identified in section 5.2 of this Agreement, IRCC shall share the following information, where available, feasible, and relevant to the specific case:

### **Personal Information**

- Name [(SURNAME) Given Names], including any known aliases or variations
- Date of birth
- Sex
- Unique Client Identifier
- Current or last known home address
- Current or last known phone number
- Current or last known email

- Marital Status

#### Identification documents

- Foreign passport number
- Canadian Citizenship document number

#### Immigrant Landing Information

- Date granted temporary resident status
- Date landed/became a permanent resident
- Immigrant category or class
- Country of origin
- Assets/foreign income at time of entry
- Record of landing document

#### Immigration Status Information

- Immigration status
- Status of temporary resident documents

#### Sponsorship Information

- Personal information contained in any sponsorship undertaking, including but not limited to:
  - Name(s) (surname and; given name, including any known aliases or variations), date(s) of birth and current and/or last known address(es) of sponsor(s), undertaking co-signer(s), and any person(s) listed on the sponsorship undertaking.
- Beginning and end dates of sponsorship undertaking
- Details of any notifications of sponsorship default sent to sponsors and/or co-signers
- Financial information of sponsors
- Sponsorship Undertaking Application and Agreement - copy

#### Refugee Status Information

- Refugee claimant eligibility determination date
- Resettlement Assistance Program effective dates
- Interim Federal Health Program eligibility and validity date
- Refugee Protection Division (RPD) hearing date, decision, and decision date
- Refugee Appeal Division (RAD) decision and decision date
- Litigation status
- Pre- removal Risk Assessment (PRRA) application status

#### Other Immigration Information

- Extension period of PR (10 year residency requirement)
  - Residency information related to periods in which the client was out of the country that affect the 10 year residency requirements for federal benefits.

## **Appendix C – Information to be provided by BC SDSI to CBSA**

Upon establishing a case match based on the criteria identified in section 5.3 of this Agreement, BC SDSI shall share the following information, where available, feasible, and relevant to the specific case:

### Personal Information

- Name [(SURNAME) Given Names], including any known aliases or variations
- Date of birth
- Sex
- Unique Client Identifier
- Current or last known Home Address
- Current or last known Phone Number
- Marital Status
- Photograph/facial image
- Nationality or nationalities
- Travel document information, as provided by the applicant, including scans of documents and expiry dates
- Immigration/citizenship status as provided by applicant
- Email address(es)
- Other Personal Information, where relevant to the enforcement of IRPA and the IRPR.

### Social Assistance

- Details of any Social Assistance or Disability Assistance applied for, if no final determination has been made, or received, including but not limited to:
  - social assistance office and telephone number,
  - start and end dates of payments made,
  - type of benefits paid,
  - name(s) and date(s) of birth of all members of the family unit receiving Social Assistance or Disability Assistance,
  - monthly amount of benefits paid, total amount of benefits paid, and/or the value of services provided for each period collected;
  - any allegations or convictions of family violence on file;
- Details regarding repayment of any amount resulting from sponsorship default, including but not limited to:
  - Whether the sponsor(s), co-signer, or group of five community sponsors, are willing or able to resume sponsorship obligations, and if not, the reasons why.
  - Reasons for deferred collection
  - Confirmation that debt has been repaid.

### Financial Information

- Other income and financial assets
- All sources of income, amounts of income by source and overall, financial assets, banking information

## **Appendix D - Information to be provided by BC SDSI to IRCC**

Upon establishing a case match based on the criteria identified in section 5.3 of this Agreement, BC SDSI shall provide the following information to IRCC, where available, feasible, and relevant to the specific case:

### **Personal Information**

- Name [(SURNAME) Given Names], including any known aliases or variations
- Date of birth
- Sex
- Unique Client Identifier
- Current or last known Home Address
- Current or last known Phone Number
- Marital Status
- Photograph/facial image
- Nationality or nationalities
- Travel document information, as provided by the applicant, including scans of documents and expiry dates
- Immigration/citizenship status as provided by applicant
- Email address(es)

### **Social Assistance**

- Details of any Social Assistance or Disability Assistance applied for, if no final determination has been made, or received, including but not limited to:
  - social assistance office and telephone number,
  - start and end dates of payments made,
  - type of benefits paid,
  - name(s) and date(s) of birth of all members of the family unit receiving Social Assistance or Disability Assistance,
  - monthly amount of benefits paid, total amount of benefits paid, and/or the value of services provided for each period collected;
  - any allegations or convictions of family violence on file;
- Details regarding repayment of any amount resulting from sponsorship default, including but not limited to:
  - Whether the sponsor(s) or co-signer is willing or able to resume sponsorship obligations, and if not, the reasons why.
  - Reasons for deferred collection
  - Confirmation that debt has been repaid.

### **Financial Information**

- Other income and financial assets
- All sources of income, amounts of income by source and overall, financial assets, banking information



## Appendix E – Business Context Related to Sponsorship

### Eligibility and Enforcement of Sponsorship Obligations

#### Eligibility for Family Class Sponsorship - Social Assistance

- a. Pursuant to paragraph 133(1)(k) (social assistance) of the *Immigration and Refugee Protection Regulations*, an individual will be ineligible to sponsor an application under the Family Class for permanent residence of a foreign national if he or she is in receipt of:
  - i. Income Assistance or Hardship Assistance under the *BC Employment and Assistance Act*
- b. A person in receipt of disability benefits, which include Disability Assistance, Hardship Assistance or Supplements under the *BC Employment and Assistance for Persons with Disabilities Act* is a person in receipt of social assistance for reasons of disability for the purposes of paragraph 133(1)(k) of the *Immigration and Refugee Protection Regulations*.
- c. Pursuant to paragraph 133(1)(g)(i) and section 135 (default) of the *Immigration and Refugee Protection Regulations*, a Family Class sponsor is considered to be in default and ineligible to sponsor an application for permanent residence of a foreign national if, during the validity period of a sponsorship undertaking, a previously sponsored person received:
  - i. any form of assistance or benefits under former BC Legislation (being the *Guaranteed Available Income for Need Act*, the *BC Benefits (Income Assistance) Act*, the *BC Benefits (Youth Works) Act*, and/or the *Disability Benefits Program Act*)
  - ii. "Social Assistance" or "Disability Assistance" as defined in Section 3 d or e of this Agreement

#### Enforcement of Sponsorship Default

- a. Pursuant to subsection 145(2) of the *Immigration and Refugee Protection Act*, an amount that a sponsor is required to pay under the terms of an undertaking is payable on demand to Her Majesty in right of Canada and Her Majesty in right of British Columbia and may be recovered by Her Majesty in either or both of those rights.
  - i. Pursuant to s. 145(2), the Parties agree that the amount payable under the terms of an undertaking is solely payable to and solely recoverable by Her Majesty in right of British Columbia.